The Way Home

Steering Committee Meeting

Thursday, March 10, 2021, at 1pm
## Strategy Oversight Meeting Agenda

**1. Meeting Introduction**
- Call to order
- Roll call

**2. Business (discussion & voting items):**
- February Minutes
- Vote on 2022.Resolution 1: Recommended slate of Steering Committee Officers
- Vote on 2022.Resolution 2: Continuation of Lead Agency CCHP Phase 2 Activities
- Vote on 2022.Resolution 3: TWH Lead Agency MOU

**3. Strategy Oversight Agenda:**
- The Harris Center R3 Center Update
  - Wayne Young presentation
- Equity and Employment – Racial Equity Theory of Change (RETOC)
  - Update from Heartland Alliance
- Youth Homeless Demonstration Program (YHDP)
  - Youth Advisory Board (YAB) presentation
  - YHDP Update

*****BREAK – 10min*****
- Equity and the Coordinated Entry System – HMIS Initial Findings
  - Update from Ben King
- CoC System Performance Measures

**4. Meeting Wrap-Up:**
- Lead Agency updates
- Public Comment Guidelines Reminder & Public Comment
- Meeting Adjourn
  - Next Meeting: Thursday, Apr. 14, 2022, from 3:30 – 4:30PM

**5. Meeting Materials:**
- Updated MOU referenced in 2022.Resolution 3: TWH Lead Agency MOU
- Previous MOU w/signed resolution
## Attendance

<table>
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<td>Fixed Position</td>
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<td>Harris County Housing Authority</td>
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Minutes

0. Meeting Materials
☐ Meeting Presentation
☐ Meeting Recording

1. Meeting Introduction
☐ Call to order
☐ Addressing those we lost in the recent freeze
  • Topic addressed at the start of the meeting recording
☐ Roll call
  • Pg. 3 of the meeting packet
  • Topic discussion begins at 4:37 of the meeting recording
☐ Thank you and best wishes to Dr. Sara McArthur in her upcoming endeavors!
  • Topic addressed at 8:57 of the meeting recording

2. Discussion & Approval of:
☐ December 2021 Minutes
  • Pg. 4 – 6 of the meeting packet
  • Topic discussion begins at 10:16 of the meeting recording
  • Dr. Martin Negron motioned to approve the minutes, Preston Witt seconded – all members in favor and the motion passed; Dec. 2021 minutes approved.

3. Lead Agency Updates:
☐ Ending Chronic Homelessness
  • Pg. 7 – 27 of the meeting presentation
  • Topic presentation begins at 11:06 of the meeting recording
  • Steering Committee discussion begins at 31:48 of the meeting recording
☐ Youth Homeless Demonstration Program (YHDP) update
  • Pg. 28 – 32 of the meeting presentation
  • Topic presentation begins at 53:50 of the meeting recording
☐ Houston’s Recent Success
  • CCHP Phase 2
    • Pg. 34 of the meeting packet
    • Topic presentation begins at 57:21 of the meeting recording
  • Navigation Center
    • Pg. 35 – 36 of the meeting packet
    • Topic presentation begins at 59:42 of the meeting recording
  • Point-in-Time Count
    • Pg. 37 – 38 of the meeting packet
    • Topic presentation begins at 1:02:53 of the meeting recording
  • The New York Times
    • Pg. 39 of the meeting packet
    • Topic discussion begins at 1:03:50 of the meeting recording
☐ Open call for officer seats – email Caybryn Southern of your interest
  • (Must be active members of The Way Home Steering Committee)
• Pg. 40 of the meeting packet
• Topic discussion begins at 1:04:30 of the meeting recording
☐ Strategy oversight meeting reminder
• Pg. 41 of the meeting packet
• Topic discussion begins at 1:05:33 of the meeting recording

4. Meeting Wrap-Up:
☐ Public Comment Guidelines Reminder & Public Comment
  • Pg. 42 – 43 of the meeting packet
  • Public comment begins at 1:05:47 of the meeting recording
☐ Meeting Adjourn
  • Next Meeting: Thursday, Mar. 10, 2022, from 1 – 5 p.m. – Strategy Oversight meeting

5. Additional Meeting Materials:
☐ City, Harris County invest $100M in plan to cut homelessness in half - Houston Chronicle
  • Pg. 45 – 46 of the meeting packet
☐ Plans for homeless center meet unwelcoming host – Houston Chronicle
  • Pg. 47 – 51 of the meeting packet
# CoC Steering Committee

**Thursday, Feb. 10, 2022**

## Attendance

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<td>Michael E. DeBakey VA Medical Center</td>
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1. **Brief Description of Proposed Item:**

The Nominations Committee recommends approving the following slate of candidates to become officers of on The Way Home Steering Committee:

- Chair – Barbie Brashear
- Vice Chair – Barbie Robinson
- Secretary – Dr. Martin Negron

Per the charter, officers will serve a one-year term (their term will begin April 2022) that will roll over to an optional one-year renewal. Renewal options will be recommended by the Nominations Committee. Officers will remain in their positions until a subsequent replacement is elected.

2. **Date of Steering Committee Meeting:**

   Thursday, March 10, 2022

3. **Proposed Committee Resolution:**

   Approval of the recommended slate of candidates to serve as officers on The Way Home Steering Committee effective immediately.

4. **Approval of Nominating Committee Chair**

   Signature: ________________________________ Date: ________________________________

   Name: ________________________________
Request for CoC Steering Committee Agenda Item

1. **Brief Description of Proposed Item:**
   Led by the Coalition and implemented by about a dozen homeless service partner agencies, the Community COVID Housing Program (CCHP) pioneered the use of housing as a pandemic response. It has become a model for other cities and counties across the country. Through the first phase of CCHP, partners of The Way Home have been able to accelerate their work and have rehoused more than 7,000 people experiencing homelessness – or on the verge of homelessness. The Coalition’s outreach & project management teams have also implemented a “how-to” guide for addressing encampments & putting individuals directly into housing. Finally, the Landlord Engagement Team secured almost 7,000 affordable market rate units to house individuals through The Way Home.

   The success of CCHP Phase 1 led to an additional $100 million investment by city, county, and state for CCHP Phase 2. Phase 2 will house 7,000 more people experiencing homelessness, continue the encampment response, and make critical enhancements in the homelessness response system through the end of 2024.

2. **Date of Steering Committee Meeting:**
   Thursday, March 10, 2022

3. **Proposed Committee Resolution:**
   Approval for the Coalition for the Homeless of Houston/Harris County to continue to provide lead agency services for CCHP Phase 2. Services include project/system management, landlord engagement & incentive payments, furniture & welcome basket acquisition & delivery, and system encampment response.

4. **Approval of Steering Committee Chair**

   Signature: __________________________ Date: __________________________

   Name: __________________________
1. Brief Description of Proposed Item:
The most recent Memorandum of Understanding (MOU) between the Coalition for the Homeless Houston/Harris County (CFTH) and The Way Home Continuum of Care (TWH CoC) was approved in November 2020 for a one-year term with an automatic renewal on December 31st, 2021. While this MOU is currently effective, it does not align with HUD guidelines or the current charter of The Way Home which calls for a 5-year agreement. This proposed MOU will update the timeline for the MOU to solve this discrepancy. Additionally, the proposed MOU will have several additional items to further clarify CFTH's responsibilities as the Lead Agency of The Way Home and formalize several services that the Coalition has been providing to the system.

First, the MOU will designate CFTH as the lead agency for Coordinated Access. There is already a Steering Committee resolution in place outlining this role, however, the proposed MOU will align the timeline of the agreement for this role with the rest of CFTH's functions as Lead Agency. Secondly, the MOU details CFTH's role as the Lead Agency for Systems-Level Landlord Engagement, specifically, that CFTH is responsible for performing strategically focused recruitment efforts to expand housing unit availabilities for all CoC program participants. Finally, it outlines the role of CFTH as the System Outreach Lead Agency in operating and providing system-wide encampment decommissioning and community responses to unsheltered homelessness.

2. Date of Steering Committee Meeting:
    Thursday, March 10, 2022

3. Proposed Committee Resolution:
Enter into the attached MOU between the Coalition for the Homeless Houston/Harris County and The Way Home Continuum of Care.

4. Approval of Steering Committee Chair

Signature: ________________________________ Date: ____________________

Name: ________________________________
Respite, Rehabilitation, and Reentry Center: Building Out the Continuum

Presented By: Wayne Young MBA, LPC, FACHE
The Harris Center, Chief Executive Officer
As the largest behavioral and developmental disability care center in Texas, The Harris Center provides a full continuum of services to 88 sites across Harris County and serves over 80,000 individuals annually.

Services are offered in over 40+ different languages to better serve one of the most diverse and multicultural communities in the nation.

"The Harris Center is the state-designated Local Mental Health Authority and the Local Intellectual and Developmental Disability Authority serving Harris County, Texas."
Reach of Services

- **80K+** Individuals Served
- **24.3K** Adult Mental Health
- **6.8K** Children/Adolescent Mental Health
- **20.8K** IDD & Autism Services
- **155K** Crisis Line Calls
- **20K** COVID-19 Support Calls
- **1.9K** 911 Calls Diverted
- **16.2K** Psychiatric Crisis
- **3.4K** Forensic Mental Health
The Respite, Rehabilitation, and Reentry Center supports people with intense needs

The work that takes place here
Hospital to Home Overview

• Beginning in September 2020, Hospital to Home (H to H) has 42 beds to provide rehabilitation services to people discharged from the inpatient psychiatric facilities, including state hospitals.

• Comprehensive rehabilitation services to successfully transition and step down to more permanent and independent housing options.

• Estimated stays of 90 to 180 days. Average of length of stay was 37 days.

• We collaborate with UT Health Homes and the Coalition for the Homeless.

• H to H had 218 admissions last year.

• 174 were linked to outpatient mental health services.
Outpatient Competency Restoration

- 8 beds to provide court-ordered intense medical and rehabilitative care to help stabilize clients charged with low-level, non-violent offenses. The average length of stay is 60 to 120 days.

- Competency restoration means the treatment or education process for restoring a person's ability to consult with the person's attorney with a reasonable degree of rational understanding, including a rational and factual understanding of the proceedings against the person.

- Gives individuals who are homeless an option to receive competency restoration services in the community rather than waiting several months in the jail for a state hospital bed.

- We partner with UT’s Harris County Psychiatric Center and the criminal courts to provide wraparound services.
Jail Re-Entry Overview

- Beginning in January 2021, Jail Re-entry (JRE) provides 20 beds for individuals who are discharged from the Harris County Jail and have no safe place to live.

- Short-term stays of 3 to 5 days with a quick transition to appropriate living arrangements. The average length of stay is 4.4 days.

- This is a voluntary program.

- In the last year, JRE had 294 admissions, and 181 were connected to outpatient services.
The flexibility of our program allows us to assist other programs.

- Assisted over 40 clients of the Dual Diagnosis Residential Program with transitional housing in the last year.
- Assisted over 120 clients release on General Order Bonds.
- Assisted over 20 veterans working with Harris County Veterans Services.
- Provide short-term living arrangements for PATH, Mobile Crisis Outreach Teams, and the Coalition for the Homeless.
Judge Ed Emmett Mental Health Diversion Center

- The Judge Ed Emmett Mental Health Diversion Center opened in September of 2018.

- 36 beds for the pre-charge diversion of persons who would have picked up for low level, non-violent offenses.

- Eligible individuals include adults who have a history of mental illness, are not in an acute crisis, and voluntarily agree to participate.

- Offenses not eligible for diversion:
  - DWI
  - Offenses involving a weapon
  - Assault
  - Terroristic Threat
  - Burglary of a Motor Vehicle
  - Domestic violence offenses (i.e. assault-family member, terroristic threat on family member, violation of protective order)
  - Any offense where public safety could be compromised
Who We Serve at the Emmett Center

Other Key Findings

• 94% of the offenses would have been Class B offenses
• Around 80% of Class B offenses are Criminal Trespass
• 65% of individuals are homeless
• 46.5% of individuals have been diagnosed with schizophrenia spectrum disorder
Mental Health Jail Diversion Program Outcomes

In its first 3 years of operation, the program diverted 4,259 people with mental illness from the Harris County Jail.

Evaluation Findings

For every $1 spent on jail diversion, the county avoided spending $5.54 on criminal justice costs.

Experienced a 50% reduction in bookings after participants were diverted.

Those diverted were 1.3 times less likely to be booked into jail on a new charge than those in a non-diverted comparison group.

Those diverted with 5+ bookings were 3.1 times less likely to be booked into jail on a new offense than those in a non-diverted comparison group.
Detox Beds

• 8 licensed beds for people who are homeless and in need of detox services.

• Soft opening in January 2022.

• Expected length of stay is 5 to 7 days.

• We partner with Houston Recovery Center for on-going residential treatment for up to 18 months.

• Our partner, UT Health, provides outpatient Medication-Assisted Treatment (MAT).
Proposed Site Development: Apartment Units

26 beds for those in need of housing assistance with on-site supports
Respite, Rehabilitation, and Reentry Center

Building a community.
Constructing a Racial Equity Theory of Change (RETOC)

Pathways Forward Challenge

Clair Minson, Sandra Grace LLC
Callie Kaplan, Social IMPACT Research Center at Heartland Alliance
What's it going to take to ensure that all unstably housed people can access income and employment?

Heartland Alliance

#PathwaysForward
Pathways Forward Challenge: National Center on Employment and Homelessness

- Focuses on People Not Prioritized for Housing
- Supports Communities in Applying a Racial Equity Lens to Systems Change Initiatives
- Challenges Communities to Set Bold Goals
- Measures and Celebrates Data-Informed Progress
Systems Change Thinking

• What are the root causes of the problems that you see in your systems?

• Are there *systemic* changes that we can make *across* systems that improve outcomes for participants?

• How do we break down silos to become more person-centered and in create systems change solutions?
Racial Equity Theory of Change (RETOC)

- Created by the Aspen Institute’s Roundtable on Community Change and its Advisors

- **Operationalizing** racial equity

- **Five-Step primer** for tackling community problems that are marked by chronic racial inequities.

- “**Backward mapping**” process

- Two methodologies:

  - **Structural Race Analysis** – understanding the policies, systems, institutions and cultural messaging upholding racial inequities

  - **Visioning methodology** – encourages change leaders to investigate their implicit and explicit assumptions about the attributes of the community-level outcomes they seek.
The Six-Step Process

• Step # 1 - Desired Racial Equity Outcome (DREO) - what you want

• Step # 2 - Setting Your Priorities – identifying the building blocks of your DREO

• Step # 3 - What Supports or Impedes Your Building Blocks – what (or who) helps/hinders

• Step # 4 - What You Must Know – mapping the local change landscape

• Step # 5 - What You Must DO – assessing your capacity, planning & gearing up for action

• Step #6 – How do you measure the change that you want to see
General RETOC Timeline:

1. Refine Desired Racial Equity Outcome
   - Homework
2. Building Blocks/Shor-term Outcomes
   - Homework
3. Policies, Practices, Cultural Representations
   - Homework
4. Strategies and Action Planning
5. FINAL RETOC
   - Developing an M&E framework

Homework:
- Landscape Mapping
- Homework
- Homework
RETOC process participants

• Coalition for the Homeless
• Workforce Solutions
• Salvation Army
• City of Houston (Department of Budget Management)
• Star of Hope
Racial Equity Theory of Change: Desired Racial Equity Outcome

By 2025, there is a sustained increase in wage equity among Black, White and Hispanic people experiencing homelessness as measured by TWIST.
PATHWAYS FORWARD CHALLENGE
Houston Racial Equity Theory of Change

Houston is part of the Pathways Forward Challenge: Advancing Employment, Equity, and an End to Homelessness, a multi-year place-based project that supports six communities in centering racial equity to advance equitable pathways to employment for people experiencing homelessness through systems change and collaboration.

Increase in funding for employment and homelessness systems integration

Improved cross-system anti-racist policies and practices

Homelessness and workforce staff demonstrate anti-racist competencies

There is a data culture established across workforce and homelessness systems which centers racial equity

Until...

There is racial equity across the workforce continuum among people experiencing homelessness

Racial equity is achieved in completed referrals of housing insecure individuals between the workforce and homelessness systems

Assumptions: What needs to be in place - to some degree - for us to meet our goal

Goal: By 2025 there is a sustained increase in wage equity among Black, White and Latinx people experiencing homelessness

*“By housing first approach to employment” we mean reducing the barriers to receiving employment services and supports grounded in the assumption that anyone who wants to work can, and deserves the supports needed to be successful.

IC3N acknowledgments: Adrian Comoquet, Gregor Connor, Justin Blake, Sherry Cesaire-Romes, Neeta/ This visual was influenced by the innovative designs at Accountability Lab (http://www.accountabilitylab.org/)
Strategies for Homeless Service and Workforce System Collaboration

Collect, share, and integrate data.

Engage stakeholders in cross-training.

Share governance.

Dedicate resources and increase accountability within both systems.
More specific systems integrations strategies

- Coordinated cross-systems referral process connecting homeless jobseekers to employment services
- Integrating data across two or more systems (e.g. ongoing data-sharing agreement)
- Co-location of services across systems
- Cross-systems training and education
- Dedicated employment + housing specialist to support cross-systems integration/connection
- Cross-systems case conferencing: working across systems to support a homeless jobseeker
- Development/management of a cross-systems working group/task force
- Analyzing data across two or more systems (e.g. one-time data match)

Low Tech

High Tech
Four Critical Questions to Ask Yourself

1. Does your organization have the will to take on this type of work for a sustained period?

2. Does your organization have the capacity to do what’s necessary to change or promote PPRs? What specific capacities do you have that will allow you to take specific action?

3. What will your organization do as a first step?

4. How will you communicate your plan?
Youth Advisory Board (YAB)

A committee of youth/young adults with lived experience, who provide strategic direction and oversight to the activities connected to the YHDP.
WHO WE ARE

We are a youth action board led by youth who have lived experience and driven by their lived experience to make an impact by working along-side you all on the YDHP Project

LEADS:

Charmet Findley & Jacob Castillo

Great YAB Members:

Kenny Easley, Prince Howard, "Moony" Williams Charles Manning, Tiata Collier, Daniel Scott, Celise Tibbett, Cerenity Flowers
HOW IT IS GOING

• Partnering with CA4Y on community working groups pertaining to youth homelessness
• Partnering with the Houston Coalition for the Homeless and The Way Home
• Currently learning advocacy training for public policy & reform on youth homelessness through CA4Y
• Acting as consultants for focus areas of juvenile probation and/or child welfare
• Becoming community activist outside of YHDP work hours/groups
WHAT WE NEED

- Youth Inclusion & Voice
- Trainings and Positive Outlets options for Youth Advisory Board Members to Develop

- **March 10th Community Planning Event**
  6:30-8 pm  4410 Navigation BLVD.

- **March 25th, 26th, 27th Collective Day In the Park**

- **March 24th Collective Symposium on Youth Homelessness**
  5:30-8 pm  4410 Navigation BLVD.

- **Scope of Work & Support**
  Assist & Partner with CA4Y on events/issues 5 focus Areas
  Child-Welfare, Mental Health/Chemical Dependency, Juvenile Justice, Sex-Work, Youth Homelessness
Collective Action For Youth
Project Associates
281-974-5337
info@ca4y.org

Charmet Findley Jr.
346-814-7136
charmet.findley@ca4y.org

Jacob Castillo
713-380-9985
jacob.castillo@ca4y.org
YHDP Update

YHDP Planning Grant was submitted on 12/16/2021

Youth Action Board, Stakeholder Workgroup and Youth Leadership Writing Team Established 12/2021

Meetings
- Bimonthly Stakeholder Meetings
- Weekly YLWT meetings
- Weekly meetings with YAB leadership

Current Timeline
- Writing CCP
- Out for signatures 3/15/2022
- HUD Submission Deadline 4/1/2022

After CCP is approved by HUD, CFTH will host a procurement process and select new projects by July 2022.
Break — 10min
Equity and the Coordinated Entry System - HMIS Initial Findings

Ben King
Measuring Progress Towards Ending Homelessness

We are using the following System Performance Measures as adopted by the U.S. Department of Housing & Urban Development (HUD) to measure progress in ending homelessness in The Way Home CoC. Changes in green represent desired improvements while those in red represent undesired changes.
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<th>Goal</th>
<th>Change</th>
<th>Percentage change</th>
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<td><strong>Total Experiencing Homelessness</strong></td>
<td>Reduce the total number of people experiencing homelessness in the CoC per the annual point in time count</td>
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<td>23% decrease</td>
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<td><img src="image1" alt="PIT Graph" /></td>
<td>2020 3047 2021 3974</td>
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<td><strong>Length of Time People Remain Homeless</strong></td>
<td>Reduce the average length of time people remain homeless from the time people seek services</td>
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<td>4% decrease</td>
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<tr>
<td><img src="image2" alt="Days Graph" /></td>
<td>2020 108 2021 112</td>
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<td><strong>Returns to Homelessness</strong></td>
<td>Reduce the percent of persons who return to homelessness in 2 years</td>
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<td>4% decrease</td>
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<td><img src="image3" alt="Returns Graph" /></td>
<td>2020 20% 2021 24%</td>
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<tr>
<td>Number of Newly Homeless</td>
<td>Reduce the number of persons who become homeless for the first time</td>
<td><img src="chart" alt="Newly homeless chart" /></td>
<td>17% increase</td>
</tr>
<tr>
<td>Successful Housing Placements</td>
<td>Increase the number of persons with successful exits and/or retention in permanent supportive housing programs</td>
<td><img src="chart" alt="Exits retention chart" /></td>
<td>5% increase</td>
</tr>
<tr>
<td>Income growth</td>
<td>Increase the percent of adults served who increased their income</td>
<td><img src="chart" alt="Adults income chart" /></td>
<td>No difference</td>
</tr>
</tbody>
</table>
• Speakers will be called upon in the order in which they signed up. Others will be offered an opportunity to speak following.

• Please use the “Raise Hand” function and wait to be called upon if you did not sign up to speak prior to the meeting.

• When called upon please introduce yourself and your organization (if applicable).

• **Duration of comment: 3 minutes.** This time limit will be identified with a visible timer shared on the screen, followed by the speaker being muted when the 3 minutes is complete.
Thank you!

See you next month on April 14, 2022, at 3:30pm.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into, and is effective as of the dates signed below ("Effective Date"), by and between the Coalition for the Homeless of Houston/Harris County, a Texas nonprofit and tax-exempt corporation described in Section 501(c)(3) of Internal Revenue Code of 1986 ("CFTH"), and The Way Home Continuum of Care, formally identified by HUD as TX-700: Houston, Conroe, Pasadena/Harris, Fort Bend & Montgomery Counties CoC, a consortium of Texas Gulf Coast governmental authorities that operate as an unincorporated Texas nonprofit association ("CoC"). Both CFTH and the CoC may be individually referred to herein as a "Party" and collectively as the "Parties". CFTH and the CoC agree as follows:

WHEREAS, this MOU is an effort to ensure a mutual understanding and strengthening of the Parties joint partnership to end homelessness in the geographic regions served by the CoC; and

WHEREAS, the CoC is represented by its governing body, the CoC Steering Committee; and

WHEREAS, the CoC desires to appoint CFTH as the Lead Agency, HMIS Lead Agency in operating and providing a Homeless Management Information System, ("HMIS"), Coordinated Access ("CA") Lead Agency in operating and providing a Coordinated Access System ("CAS"), System Outreach Lead Agency in operating and providing system-wide encampment decommissioning and community responses to unsheltered homelessness, Landlord Engagement Lead Agency in performing strategically-focused recruitment efforts to expand affordable housing availabilities for all CoC program participants, and providing other services to end homelessness; and

WHEREAS, the CFTH has experience and is capable as serving as the Lead Agency and other roles described above and providing the services set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions:

   a. Annual Homeless Assessment Report (AHAR) – A HUD report to the U.S. Congress that provides nationwide estimates of homelessness, including information about the demographic characteristics of homeless persons, service use patterns, and the capacity to house homeless persons. The report is based on HMIS data about persons who experience homelessness during a 12-month period, point-in-time counts of people experiencing homelessness on one day in January, and data about the inventory of shelter and housing available in a community. The AHAR is submitted to HUD by the designated CoC HMIS Lead Agency.
b. **CoC Steering Committee** - The governing body of the CoC with the authority and powers set forth in Section 3 herein.

c. **Collaborative Applicant** – The eligible applicant that has been designated by the CoC to collect and submit the annual HUD CoC Registration, CoC Consolidated Application (which includes the CoC Application and CoC Priority Listing), and apply for CoC planning funds on behalf of the CoC during the CoC Program Competition.

d. **Continuum of Care (CoC)** – The local planning body responsible for coordinating the full range of homeless services and comprised of representatives of organizations, including, but not limited to, nonprofit homeless service providers, victim service providers, governments, businesses, advocates, public housing agencies, school districts, social service providers, philanthropic foundations, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, faith-based organizations, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

e. **Continuum of Care Program** – A program created by HUD (24 C.F.R. Part 578) and designed to promote communitywide commitment to the goal of ending homelessness, provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

f. **Coordinated Access (CA)** – A process developed to ensure that all individuals experiencing homelessness have fair and equal access and are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs. CA is not a project but rather a housing assessment. The assessment generates a vulnerability score. Individuals and families are referred to housing based on this vulnerability score, with the highest scores being referred first.

g. **Emergency Solutions Grant (ESG)** – A competitive grant that awards funds to private nonprofit organizations, cities, & counties to provide the services necessary to help persons that are at-risk of homelessness or homeless quickly regain stability in permanent housing. The ESG program is funded by HUD and can be administered by the city, counties, or state.

h. **Geographic Area** – the regions governed by the cities of Houston, Conroe and Pasadena and the counties of Harris, Fort Bend and Montgomery.

i. **Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH)** – An act which was signed into law on May 20, 2009, and which amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes.

j. **Housing Inventory Count (HIC)** – A point-in-time inventory of provider programs within a Continuum of Care that provide beds and units dedicated to serve people experiencing
homelessness for five program types: emergency shelter, transitional housing, rapid re-housing, safe haven, and permanent supportive housing.

k. **Homeless Management Information System (HMIS)** – A local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. HMIS usage is required by HUD. The local HMIS is Client Track.

l. **HMIS Lead Agency** – The entity designated by the CoC that is responsible for administration, management, and operation of the CoC’s HMIS on its behalf.

m. **Jurisdictions** – The governing and authoritative bodies of the Cities of Houston, Conroe and Pasadena and the Counties of Harris, Fort Bend, and Montgomery.

n. **Notice of Funding Opportunity (NOFO)** – A notice published every year by HUD that invites applications from eligible applicants for HUD’s Discretionary Funding Programs.

o. **Longitudinal Systems Analysis (LSA)** – A report that demonstrates how households are moving through a CoC’s system using the head of household’s data. It is intended to give CoC’s details about system functioning to inform interventions to improve that functioning. In addition to system wide totals, the LSA provides detailed breakdowns for household types, populations, & demographic characteristics. The LSA must be submitted to HUD by the lead agency every year.

p. **Outreach Lead** – The entity designated by the CoC that is responsible for encampment decommissioning and responding to the needs of the community as it relates to unsheltered homelessness. This system strategy requires coordination across system partners, involvement of public and elected officials, and access to system-controlled resources through Coordinated Access.

q. **Point-In-Time Count (PIT)** – A count of sheltered and unsheltered people experiencing homelessness on a single night in January and required by HUD. The CoC Lead agency is responsible for conducting the PIT.

r. **System Performance Measures (SPMs)** – A summary & year-to-year comparison of system wide counts, averages, & medians related to seven areas of performance: length of time persons remain homeless, returns to homelessness, number of homeless persons, employment & income growth, first time homeless, homelessness prevention placements, & successful housing placements. The SPMs are based on all persons served & must be submitted to HUD by the lead agency every year.

s. **Texas Department of Housing and Community Affairs (TDHCA)** – The state agency responsible for affordable housing, community and energy assistance programs, colonia activities, and regulation of the state’s manufactured housing industry.

t. **Unified Funding Agency Costs (UFA)** – Costs applicable if the CoC has met the requirements of HUD CoC Regulations Section 578.7 and is selected by the CoC to apply for status as a Unified Funding Agency.
u. **U.S. Department of Housing and Urban Development (HUD)** – A Federal U.S. government agency created in 1965 as part of then-President Lyndon Johnson’s Great Society agenda to expand America’s welfare system. Its primarily responsible for national policy and programs that address America’s housing needs, improve and develop the nation’s communities, and enforce fair housing laws.

v. **Violence Against Women Act (VAWA)** – An act which was signed into law on September 13, 1994, and which provides federal funding toward creating and support of comprehensive, cost-effective responses to domestic violence, sexual assault, dating violence, and stalking.

w. **The Way Home** – The alternate name for the TX-700 CoC, or the group of more than 100 partners working together to end homelessness in Harris, Fort Bend, & Montgomery Counties.

x. **Youth Homeless Demonstration Project (YHDP)** – A HUD grant designed to reduce the number of youths experiencing homelessness within a CoC. The grant supports communities in the development & implementation of a coordinated community approach to preventing & ending youth homelessness.

2. **CFTH’s Obligations:**

   a. **Role as Lead Agency.** The CoC Steering Committee has designated the CFTH as the Lead Agency to manage the required HUD processes on the CoC’s behalf to ensure the maximum amount of funds are received by funding Jurisdictions and that the CoC complies with all applicable HUD rules and regulations. The CFTH performs these tasks with governance oversight by the CoC Steering Committee. Duties will include:

      i. Provide overall staffing for CoC planning and project management
      ii. Collect and submit the annual HUD CoC Registration
      iii. Conduct fair and transparent competitions for funding, including posting of the consolidated application for public comment in accordance with the processes outlined in the annual NOFO posted by HUD
      iv. Submit the CoC Consolidated Application including the CoC Application and CoC Priority Listing
      v. Apply for CoC planning funds on behalf of the CoC during the CoC Program Competition
      vi. Establish a vision and support strategic goals for how to carry out the coordination of homeless services across the CoC’s geographic area.
      vii. Setting priorities, allocating resources, and aligning short-term operations and program management with long-term goals and objectives
      viii. Coordinate and facilitate collaboration among agencies to ensure successful planning and partnership within the CoC geographic area
      ix. Coordinate planning with the Jurisdictions and key stakeholders
      x. Ensure that planning and priority setting processes are in place and occur as planned and per requirements
xi. Analyze NOFO Score from HUD and identify ways to improve such score to achieve the maximization of the CoC application score to the greatest extent possible

xii. Recruit stakeholders to participate in planning and work groups to ensure broad awareness and participation

xiii. Advertise planning committee and other work group meetings

xiv. Coordinate and staff planning committees and other work groups upon request and when staff resources are available

xv. Research and produce planning materials including best practices

xvi. Publish planning committee meetings and materials on the CoC page of the CFTH website in a timely manner

xvii. Evaluate the outcomes of projects for which funds are awarded in the geographic area under all funding streams

xviii. Participate in consolidated plan(s) for all jurisdictions

xix. Coordinate Continuum of Care planning activities. Eligible planning costs include items listed in Section 578.39 of the HUD CoC Regulations.

xx. Develop a community-wide or region-wide process involving the coordination of nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve veterans, and homeless and formerly homeless individuals

xxi. Determine the geographic area that the Continuum of Care will serve and modify this MOU if geographic area determined under this Section [2.d.xiv] is different from the geographic region

xxii. Develop a CoC system by coordinating the implementation of a housing and service system within its geographic area that meets the needs of homeless individuals and families. At a minimum, such a system must encompass the following:
   i. Outreach, engagement, and assessment
   ii. Shelter, housing, and supportive services
   iii. Prevention strategies

xxiii. Provide and/or arrange for training and Technical Assistance on topics of relevance to the CoC and for agencies not meeting CoC performance standards.

b. Role HMIS Lead. The CoC Steering Committee has designated the CFTH as the HMIS Lead Agency, which requires the CFTH to administer, manage, and operate the HMIS implementation on behalf of the CoC in accordance with the requirements of the CoC Program Interim Rule and any HMIS requirements prescribed by HUD. Duties will include:

   i. Provide overall staffing for the HMIS project
   ii. Provide end user training
   iii. Meet reporting requirement for funders
   iv. Improve the capacity of setting up, operating, and benefitting from data systems
   v. Collect accurate, comprehensive, and timely data
   vi. Use data to improve efforts to end homelessness
   vii. Use data to assess program and project performance
viii. Ensure data is high quality and presents an accurate picture of the scale and scope of homelessness
ix. Ensure data can be used to make decisions related to policy and resource allocation
x. Submit required annual reports to HUD including the PIT, HIC, SPMs, and LSA
xi. Conduct the annual PIT
xii. Develop and provide data for the purpose of scoring new and renewal NOFO projects
xiii. Convene community forums to share data updates and receive recommendations
xiv. Perform other activities as defined by Annual Work Plans that have been negotiated with, and approved by HUD
xv. Update and educate CoC members on relevant changes in HUD rules and regulations.

c. **Coordinated Access Lead Agency.** The CoC Steering Committee has designated the CFTH as the Coordinated Access Lead Agency, which requires the CFTH to administer, manage, and operate the CAS on behalf of the CoC in accordance with the requirements of HUD’s Notice on Establishing Additional Requirements for a CoC Centralized or Coordinated Assessment System. CA is a complex evolving process that requires continual monitoring and adjustment. Duties will include:

   i. Provide overall staffing for the CA project
   ii. Ensure that individuals with the most severe service needs and levels of vulnerability are prioritized for housing and homeless assistance
   iii. Increase the efficiency of the local crisis response system
   iv. Improve fairness and ease of access to resources
   v. Provide information to the CoC on service needs and gaps
   vi. Review and standardize all assessment tools in accordance with HUD CA data elements
   vii. Determine eligibility for housing and income programs
   viii. Determine placement of CA assessment hubs throughout the CoC
   ix. Provide training to CA Assessors and Navigators
   x. Update CA data elements in HMIS as required by HUD
   xi. Determine local data collection and data quality expectations
   xii. Conduct regular review of the CA by-name waitlist

d. **System Outreach Lead Agency.** The CoC Steering Committee has designated the CFTH as the System Outreach Lead Agency, which requires the CFTH to make a distinction between traditional/historical street outreach (provided by local partners) and encampment decommissioning/community response to unsheltered homelessness. Regular street outreach is an established component of current outreach partners. It’s a critical piece of the CoC’s response to unsheltered homelessness and partners’ roles are valued in order to sustain the progress achieved to date. Encampment decommissioning & community response is different, and duties will include:

   i. Provide overall staffing for the system outreach
ii. Ensure CA is provided to individuals living unsheltered across the CoC who would not otherwise have access due to transportation and technology constraints

iii. Conduct weekly encampment closures

iv. Coordinate across system partners including public and elected officials and staff regular meetings leading up to each event

v. Maintain access to system-controlled resources through CA

vi. Work with city and county funders and officials to prioritize encampments for decommissioning

vii. Provide support to the Navigation Center

viii. Identify and document all individuals experiencing chronic homelessness as required by HUD benchmarks

ix. Response to public officials and citizen concerns

e. Landlord Engagement Lead Agency: The CoC Steering Committee has designated the CFTH as the Landlord Engagement Lead Agency, which requires the CFTH to perform strategically-focused recruitment efforts to expand affordable housing availabilities for all CoC program participants. Duties will include:

i. Active recruitment and engagement with Landlords

ii. Target affordable properties with high vacancy rates

iii. Secure safe, decent, affordable, equitable, quality market rental units, within Fair Market Rent and that will pass Housing Quality Standards

iv. Develop standardized landlord agreements and contracts that meet the needs of all funding streams

v. Actively coordinate and upkeep accurate unit inventory

vi. Distribute Landlord Incentive Fees

vii. Distribute furniture and household supplies to formerly homeless individuals moving into housing as needed

viii. Decrease navigation time through active recruitment and engagement of landlords

ix. Remove housing barriers, including criminal backgrounds and credit checks, fees and deposits, and provide education surrounding the homeless population

x. Check-in regularly with landlords to troubleshoot issues, ensure satisfaction, share updates, & continue engagement

xi. Retain landlords to keep them involved in the CoC

xii. Engage with CoC partners to expand the affordable housing pipeline through landlord education, system navigation, and recruitment support

xiii. Share housing options with CoC partners

3. CoC’s Role and Obligations:

a. General Authority. The Continuum of Care is comprised of those membership organizations that make up the CoC and is governed by the CoC Steering Committee. The Continuum of Care is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act, 43 U.S.C. §§ 11381-11389 (1987), which is designed to:
i. Promote communitywide commitment to the goal of ending homelessness

ii. Provide funding for efforts by nonprofit providers, States and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families and communities by homelessness

iii. Promote access to and effective utilization of mainstream programs by homeless individuals and families; and

iv. Optimize self-sufficiency among individuals and families experiencing homelessness.

b. Oversight of the CFTH. The CoC Steering Committee will hold the Lead Agency accountable for educating the CFTH and CoC members to operate in compliance with HUD regulations, notices, standards, and other applicable laws.

c. CoC Steering Committee. The CoC must establish a governing board to act on its behalf by using the process established as a requirement by Section 578.7(a)(3) of the HUD CoC Regulations and must comply with the conflict-of-interest requirements at Section 578.95(b) of the HUD CoC Regulations. The CoC has established the CoC Steering Committee to act as its board with the authority to manage, operate and make decisions concerning the CoC’s business and affairs. The CoC Steering Committee is comprised of 21 members, who represent various stakeholders within the Continuum of Care and serves as the lead governance body, providing oversight, direction, policy setting, and guidance regarding homeless planning and resources in the Geographic Area. Its structure, members’ roles and responsibilities are further defined in the “Way Home Continuum of Care Steering Committee Charter” and “The Way Home Continuum of Care Steering Committee By-Laws”.

d. Operational Obligations. The CoC Steering Committee agrees to:

i. Ensure that the funds and resources needed by the CFTH for its work as the Lead Agency are adequate and available

ii. Act as the Primary Decision-Making Group through the CoC Steering Committee for the CoC

iii. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness

iv. Increase public awareness of homelessness and other related issues

v. Maintain operations of the CoC through calling/holding meetings, approving a strategic plan and planning process, evaluate the outcomes of programs and workgroups, and other activities with the support of the Lead Support Agency as specified in this MOU

vi. Review and approve the annual HUD CoC Homeless Assistance application, the Annual PIT Count of the Homeless, the Housing Inventory Count of Homeless Beds, HUD regulation compliance, and other mutually agreed upon goals between the CoC
and Lead Agency to maximize the application score and overall performance of the CoC

vii. Oversee required planning processes and establish priorities for funding

viii. Set priorities and system performance expectations and monitor system progress on HEARTH objectives and take actions as necessary to improve performance

ix. Evaluate data provided by all HUD CoC programs through review of project dashboards with HMIS data requested by the CoC Steering Committee. Continue to encourage participation of critical non-HUD funded agencies in the HMIS selected by the CoC

x. Ensure CoC members and CoC Steering Committee representatives are kept apprised, and noticed, of activities occurring on their behalf through a process of open and fair communications

xi. Ensure fair, objective, and transparent processes are in place for priority-setting and funding decisions

xii. Ensure that any potential and/or perceived conflicts of interest are addressed in an effective, open and timely manner

xiii. Hold meetings of the full membership, with published agendas, at least semi-annually

xiv. Make publicly available an invitation for new members to join the CoC within the Geographic Area at least annually

xv. Adopt and follow a written process to select a board to act on behalf of the CoC, and review, update and approve this written process at least once every five (5) years

xvi. Appoint additional committees, subcommittees, or workgroups as needed

xvii. In consultation with the Collaborative Applicant and HMIS Lead Agency, develop, follow and update annually (I) a governance charter, which will include all procedures and policies needed to comply with the HUD CoC Regulations, subpart B and with HMIS requirements as prescribed by HUD, and (II) code of conduct and recusal process for the CoC Steering Committee, its chair(s), and any person acting on behalf of the CoC Steering Committee

xviii. Approve performance targets as recommended by the Lead Agency as appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, and take action against poor performers

xix. Review outcomes of projects funded under the Emergency Solutions Grants Program and Continuum of Care program via monthly reports established by the Lead Agency

xx. Approve and amend as needed, a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services

xxi. Approve and amend as needed a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD by formal notice
xxii. Approve and consistently uphold written standards for providing Continuum of Care and Emergency Solutions Grants assistance. At a minimum, these standards must include:

a. Policies and procedures for evaluating individuals’ and families’ eligibility for assistance under this part;

b. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include emergency transfer priority required under Section 578.99(j)(8) of the HUD CoC Regulations);

c. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include emergency transfer priority required under Section 578.99(j)(8) of the HUD CoC Regulations);

d. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;

e. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include emergency transfer priority required under Section 578.99(j)(8) of the HUD CoC Regulations);

f. Where the Continuum is designated a high-performing community, as described in the HUD CoC Regulations, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix) of the Emergency Solutions Grants Programs

xxiii. Approve and oversee a Continuum of Care Plan that must include coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system must encompass the following:

a. Outreach, engagement, and assessment

b. Shelter, housing, and supporting services; and

c. Prevention strategies

xxiv. Support and ensure that, at least biennially, a PIT count of homeless persons occurs with the geographic area that meets the following requirements:

a. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation must be counted as unsheltered homeless persons;

b. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons;

c. Other requirements established by HUD by Notice

xxv. Review the annual gaps analysis of the homeless needs and services available within the Geographic Area;

xxvi. Consult with State and local government Emergency Solutions Grants Program recipients within the CoC’s Geographic Area on the plan for allocating Emergency Solutions Grants Program funds and reporting on and evaluating the performance of the Emergency Solutions Grants Program recipients and sub-recipients; and
Approve the emergency transfer plan for the Continuum of Care ensuring that it meets Section 578.99(j)(8) the VAWA.

4. Grants & Financial Support:

   a. **HUD CoC Grant.** The designates the CFTH as the Lead Agency and Collaborative Applicant, which means that the CFTH will be eligible for a grant of Continuum of Care planning funds. If the HUD CoC Grant is withdrawn or reduced by greater than twenty percent (20%), the CFTH may (i) terminate this MOU in accordance with Section 6.b below or (ii) choose to continue as Lead Agency so long as the CoC or HUD pays the CFTH for its services as Lead Agency. If the CFTH chooses the option set forth in Section 6. b., it shall invoice either the CoC or HUD monthly and include a description of the Lead Agency services that it is providing based on its responsibilities listed in Section 2.b above.

   b. **CoC Planning Grant.** The CFTH, previously identified as the Collaborative Applicant, is the only entity that may apply to HUD for a Continuum of Care planning costs and for UFA Costs if the Collaborative Applicant is designated to apply as an UFA applicant. The HMIS Lead Agency should continue to consider any unique needs that HMIS might be required to address to accommodate emergency shelter, street outreach, homelessness prevention, and other federal programs.

   c. **HMIS Financial Support.** The CFTH, previously identified as the HMIS Lead Agency, is the only entity that may apply to HUD and other funders for an HMIS-designated project. While many applicants may have HMIS budget line items, an application consisting of solely HMIS eligible budget line times will only be allowed to be submitted by the HMIS Lead Agency.

   d. **CA Financial Support.** The CFTH, previously identified as the CA Lead Agency, is the only entity that may apply to HUD and other funders for a CA-designated project. While many applicants may have CA budget line items, an application consisting of solely CA eligible budget line times will only be allowed to be submitted by the CA Lead Agency.

5. Compliance. Both Parties agree to adhere to and comply with HUD’s rules and regulations overseeing the Continuum of Care. The Parties agree to update, within the HUD-specified timeframe for such change, this MOU and other operational documents, as well as practices and procedures, in order to comply with any updates to HUD regulations, notices, standards, and other applicable laws that HUD dictates in notices or other HUD guidelines.

6. Term & Termination:

   a. **Term.** Except as provided in Section 6.b below, this MOU shall be effective from the Effective Date through December 31, 2027, unless terminated pursuant to Section 6.b below.
b. **Termination.** Either Party may terminate this MOU at a date prior to the renewal date specified in this MOU by giving 365 days written notice to the other Party. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced by greater than twenty percent (20%), the CFTH may terminate this MOU immediately by providing written notice to the CoC Steering Committee. If the funds are reduced by twenty percent (20%) or less or if additional conditions are placed on such funding, any Party may terminate this MOU within thirty (30) days by providing written notice to the other party.

7. **Confidentiality.** The Parties may be provided confidential information regarding the Continuum of Care, its homeless participants, or the CFTH. The Parties agree to protect the Continuum of Care’s, its participants’, and the CFTH’s confidential data and information. Unauthorized disclosure of the Continuum of Care’s, its participant’s, or the CFTH’s confidential data and information is prohibited.

8. **Notices.** Notices shall be made, emailed, or delivered to:

   **CFTH:**

   Mike Nichols, President & CEO  
   Coalition for the Homeless Houston/Harris County  
   2000 Crawford Street, Suite 700  
   Houston, Texas 77002  
   Email: mnichols@homelesshouston.org

   **The CoC:**

   Barbie Brashear, Chair, CoC Steering Committee

9. **Severability.** If the application of any one or more of the provisions of this MOU shall be unlawful under applicable law and regulation then the Parties will attempt in good faith to make such alternative arrangements, as may be legally permissible and still carry out as nearly as practicable the terms of this MOU. Should any portion of this MOU be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

10. **Successors and Assigns.** This MOU shall inure to the benefit of both Parties hereto and shall be binding upon the Parties hereto and their respective heirs, executors, representatives, successors, and assigns. Except as otherwise set forth herein, nothing in this MOU, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective heirs, executors, representatives, successors, and assigns, any rights, remedies, obligations, or other liabilities under or by reasons of this MOU. Neither of the Parties hereto shall, without the consent of the other, assign or transfer this MOU or any rights or obligations hereunder; provided, however, that the provisions hereof shall inure to the benefit of, and be binding upon,
any successor of the CFTH, whether by merger, consolidation, transfer of all or substantially all of the assets of the CFTH, or otherwise.

11. **Governing Law.** This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas, irrespective of its conflicts of law rules.

12. **Recitals.** The paragraphs contained in the recitals to this MOU are incorporated into this MOU by this reference, and the Parties to this MOU acknowledge the accuracy thereof.

13. **Consultation with Legal Counsel.** The CoC acknowledges that it has had the opportunity to consult legal counsel in regard to this MOU, that it has read and understands this MOU, that it is fully aware of its legal effect and that it has entered into it freely and voluntarily and based on its own judgment and not on any representations or promises other than those contained in this MOU.

14. **Complete Understanding.** This MOU supersedes any other prior contracts, understandings, discussions, and agreements relating to engagement between the CFTH, on the one hand, and CoC, on the other, and constitutes the complete understanding between the Parties with respect to the subject matter hereof. No statement, representation, warranty, or covenant has been made by either Party with respect thereto except as expressly set forth herein.

15. **Modification Waiver.** This MOU cannot be changed, modified or amended and no provision or requirement hereof may be waived without the consent in writing of both the Parties hereto. No waiver by either Party at any time of any breach by the other Party of any condition or provision of this MOU shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

16. **Headings.** The headings in this MOU are for convenience of reference only and shall not control or affect the meaning or construction of this MOU.

17. **Capitalized Terms.** Unless otherwise defined herein, any capitalized words in this MOU that are not defined shall have the meaning set forth by HUD in the HUD CoC Regulations.

18. **Construction.** Whenever in this MOU a singular word is used, the same shall include the plural, and the neutered gender shall include the feminine and masculine genders

19. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**INTENDING TO BE BOUND,** the CFTH and CoC have caused this MOU to be effective as of the later of the dates signed below.

**COALITION FOR THE HOMELESS HOUSTON/HARRIS COUNTY**
THE WAY HOME CONTINUUM OF CARE (TX-700: HOUSTON, PASADENA, CONROE/HARRIS, FORT BEND, MONTGOMERY COUNTIES)

By:__________________________________________
Barbie Brashear, Chair
CoC Steering Committee

Date:__________________________________________
The Way Home

Request for CoC Steering Committee Agenda Item

1. Brief Description of Proposed Item:

The most recent Memorandum of Understanding (MOU) between the Coalition for the Homeless Houston/Harris County and The Way Home Continuum of Care expired in 2019. It is proposed the Steering Committee enter into the updated MOU.

2. Date of Steering Committee Meeting:

November 19, 2020

3. Proposed Committee Resolution:

Enter into the attached MOU between the Coalition for the Homeless Houston/Harris County and The Way Home Continuum of Care

4. Approval of CoC Steering Committee Chair

Signature: ____________________________ Date: 1/5/2021
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “MOU”) was entered into, and is effective as of the later of the dates signed below (the “Effective Date”), by and between the Coalition for the Homeless Houston/Harris County, a Texas nonprofit corporation and a tax-exempt organization described in Section 501(c)(3) of Internal Revenue Code of 1986 (the “Coalition”), and The Way Home Continuum of Care (formally identified by HUD (defined below) as: (TX-700: Houston, Conroe, Pasadena/Harris, Fort Bend & Montgomery Counties CoC), a consortium of Texas Gulf Coast governmental authorities that is intending to operate as an unincorporated Texas nonprofit association (the “CoC”). Both the Coalition and CoC may be individually referred to herein as a “Party” and collectively as the “Parties”. The Coalition and CoC agree as follows:

WHEREAS, this MOU is an effort to ensure a mutual understanding and strengthening of the Parties joint partnership to end homelessness in the geographic regions served by the CoC; and

WHEREAS, the CoC is represented by its governing body, the CoC Steering Committee; and

WHEREAS, the CoC desires to hire the Coalition as the Lead Agency and HMIS Lead Agency in operating and providing a Homeless Management Information System, as further defined in Section 1.i herein (“HMIS”), and providing other services to end homelessness; and

WHEREAS, the Coalition has experience and is capable of serving as the Lead Agency and the HMIS Lead Agency and providing the services set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.
   a) “AHAR” means the Annual Housing Assessment Report.
   b) “CoC Steering Committee” means the governing body of the CoC with the authority and powers set forth in Section 3 herein.
   c) “Collaborative Applicant” means the eligible applicant that has been designated by the CoC to apply for a grant for Continuum of Care planning funds under this part on behalf of the CoC and is responsible for submitting the CoC Consolidated Application in e-snaps on behalf of the CoC.
   d) “Continuum of Care” means the group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including, but not limited to, nonprofit homeless service providers, victim service providers, governments, businesses, advocates, public housing agencies, school
districts, social service providers, philanthropic foundations, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, faith-based organizations, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

e) “Continuum of Care program” means that certain program set forth in HUD regulations 24 C.F.R. Part 578, et. seq., (2012) (the “HUD CoC Regulations”) that is designed to end homelessness.

f) “Emergency Solutions Grants Program” means the competitive grants funded by HUD and administered by TDHCA (defined below) that awards funds to private nonprofit organizations, cities, and counties in the State of Texas to provide the services necessary to help persons that are at-risk of homelessness or homeless quickly regain stability in permanent housing.

g) “Geographic Area” means the regions governed by the cities of Houston, Conroe and Pasadena and the counties of Harris, Fort Bend and Montgomery.

h) “HEARTH” means the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, which was signed into law on May 20, 2009 and which amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes.

i) “HIC” means the Housing Inventory Count, which (i) is a point-in-time inventory of housing conducted annually during the last ten days in January, (ii) is available at the national, state, and CoC level, (iii) tallies the number of beds and units available on the night designated for the count by program type and includes beds dedicated to serve persons who are homeless as well as persons in Permanent Supportive Housing, and (iv) captures data on beds dedicated to serve specific sub-populations of persons within the Geographic Region.

j) “HMIS” means the Homeless Management Information System, which is the information technology system designated by the CoC to comply with HUD’s prescription of a homeless management information system.

k) “HMIS Lead Agency” means the entity designated by the CoC in accordance with this part to operate the CoC’s HMIS on its behalf.

l) “HUD” means the United States Department of Housing and Urban Development.

m) “Jurisdictions” means the governing and authoritative bodies of the Cities of Houston, Conroe and Pasadena and the Counties of Harris, Ft. Bend and Montgomery.

n) “NOFA” means Notice of Funding Availability

o) “PIT Count” means Point-in-Time Count, which is a count of sheltered and
unsheltered people experiencing homelessness on a single night in January.

p) “TDHCA” means the Texas Department of Housing and Community Affairs.

q) “UFA Costs” means Unified Funding Agency Costs and are applicable if the CoC has met the requirements of HUD CoC Regulations Section 578.7 and is selected by the CoC to apply for status as a Unified Funding Agency.

r) “VAWA” means the Violence Against Women Act, which was signed into law on September 13, 1994 and which provides federal funding toward the investigation and prosecution of violent crimes against women.

2. The Coalition’s Obligations.

a) Role as Lead Agency. The CoC Steering Committee has designated the Coalition as the Lead Agency, which requires that the Coalition will manage the required HUD processes on the CoC’s behalf to ensure the maximum amount of funds are received by the Jurisdictions and that the CoC complies with all applicable HUD rules and regulations. The Coalition performs these tasks with governance oversight by the CoC Steering Committee.

b) Role HMIS Lead Agency. The CoC Steering Committee has designated the Coalition as the HMIS Lead Agency, which requires that the Coalition will serve as the HMIS Lead Agency and operate the HMIS to ensure high data quality and other HUD HMIS compliance of all HUD CoC-funded projects in the CoC’s Geographic Area. The Coalition performs these tasks with governance oversight by the CoC Steering Committee. The Coalition agrees to serve as the HMIS Lead Agency for the CoC with responsibility for the following areas:

i. Provide overall staffing for the HMIS project;

ii. Operate HMIS effectively and efficiently based on the available funding sources as approved;

iii. Convene community forums to share and receive recommendations;

iv. Comply with all HUD HMIS standards and other applicable laws;

v. Perform other activities as defined by in any Lead Support Agency Annual Work Plan that has been negotiated with, and approved by, the Coalition; and

vi. Perform all duties as the Collaborative Applicant for the HUD COC NOFA, including, but not limited to:

   a. Preparing and submitting the annual collaborative application for HEARTH funds also known as the HUD CoC Application for Homeless Assistance /Project Exhibits;

   b. Developing and managing application and scoring processes for funding applications for new and renewal projects;
c. Staffing and supporting application review committees; and

d. Posting the consolidated application for public comment in accordance with the process outlined in the annual NOFA posted by HUD.

c) Post the consolidated application for public comment in accordance with the processes outlined in the annual NOFA posted by HUD. Conduct HUD-Mandated PIT. The Coalition will perform the PIT mandated by HUD and conduct the AHAR of Homeless Beds and Needs Assessment. Consistent with this obligation, the Coalition shall:

i. Coordinate with the CoC Steering Committee to conduct the PIT Count of the Homeless; and

ii. Provide the corresponding HIC of Homeless Beds.

d) **CoC Planning.** The Coalition agrees to:

i. Coordinate and facilitate collaboration among agencies to ensure successful planning and partnership with the CoC in the Geographic Area;

ii. Coordinate planning with the Jurisdictions and key stakeholders;

iii. Ensure that planning and priority setting processes are in place and occur as planned and per requirements;

iv. Analyze NOFA Score from HUD and identify ways to improve such score in order to achieve the maximization of the Continuum of Care application score to the greatest extent possible;

v. Recruit stakeholders to participate in planning and work groups to ensure broad awareness and participation;

vi. Advertise planning committee and other work group meetings;

vii. Coordinate and staff planning committees and other work groups upon request and when staff resources are available;

viii. Research and produce planning materials including best practices;

ix. Publish planning committee meetings and materials on the CoC page of the Coalition website in a timely manner;

x. Evaluate the outcomes of projects for which funds are awarded in the geographic area under the Continuum of Care and the Emergency Solutions Grants Program;

xi. Participate in consolidated plan(s) for the Geographic Area;

xii. Coordinate Continuum of Care planning activities. Eligible planning costs include items listed in Section 578.39 of the HUD CoC Regulations.

xiii. Develop a community-wide or region-wide process involving the coordination of nonprofit homeless providers, victim service providers,
faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve veterans, and homeless and formerly homeless individuals;

xiv. Determine the geographic area that the Continuum of Care will serve and modify this MOU if geographic area determined under this Section [2.d.xiv] is different from the Geographic Region;

 xv. Develop a Continuum of Care system by Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals and families. At a minimum, such system encompasses the following:

  xvi. (i) Outreach, engagement, and assessment;

  xvii. (ii) Shelter, housing, and supportive services;

  xviii. (iii) Prevention strategies.;

 xix. Evaluate the outcomes of projects for which funds are awarded in the geographic area, including the Emergency Solutions Grants Program;

 xx. Participate in the consolidated plan(s) of the Jurisdiction(s) in the Geographic Area;

xxi. Prepare and submit an application to HUD on behalf of the entire CoC, including conducting a sheltered and unsheltered PIT count and other data collection as required by HUD;

xxii. Monitor costs, which are eligible for reimbursement under any of the CoC grants, of recipients and sub-recipients to which Continuum of Care program funds are allocated and enforce compliance with program requirements.

e) CoC Program Performance Evaluation. The Coalition agrees to:

i. Collect and report on HUD program performance data trough analysis of HMIS and AHAR data;

ii. Provide staff for on-site performance evaluation and audit of CoC-funded programs;

iii. Compile and prepare results to report no less than bi-annually to the CoC Steering Committee on data results;

iv. Ensure open and fair methods of communication and processes in the monitoring of grants; and

v. Provide and/or arrange for training and Technical Assistance on topics of relevance to the CoC and for agencies not meeting CoC performance standards.
f) **HUD Compliance.** The Coalition agrees to keep up to date and educate CoC members on relevant changes in HUD rules and regulations.

3. **CoC’s Role and Obligations.**

   a) **General Authority.** The Continuum of Care is comprised of those membership organizations that make up the CoC and is governed by the CoC Steering Committee. The Continuum of Care is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act, 43 U.S.C. §§ 11381-11389 (1987), which is designed to:

   i. Promote communitywide commitment to the goal of ending homelessness;

   ii. Provide funding for efforts by nonprofit providers, States and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families and communities by homelessness;

   iii. Promote access to and effective utilization of mainstream programs by homeless individuals and families; and

   iv. Optimize self-sufficiency among individuals and families experiencing homelessness.

   b) **Oversight of the Coalition.** The CoC Steering Committee will hold the Lead Agency accountable for educating the Coalition and CoC members to operate in compliance with HUD regulations, notices, standards, and other applicable laws.

   c) **CoC Steering Committee.** The CoC must establish a governing board to act on its behalf by using the process established as a requirement by Section 578.7(a)(3) of the HUD CoC Regulations and must comply with the conflict-of-interest requirements at Section 578.95(b) of the HUD CoC Regulations. The CoC has established the CoC Steering Committee to act as its board with the authority to manage, operate and make decisions concerning the CoC’s business and affairs. The CoC Steering Committee is comprised of 21 members, who represent various stakeholders within the Continuum of Care and serves as the lead governance body, providing oversight, direction, policy setting, and guidance regarding homeless planning and resources in the Geographic Area. Its structure, members’ roles and responsibilities are further defined in the “Way Home Continuum of Care Steering Committee Charter” and “The Way Home Continuum of Care Steering Committee By-Laws”.

   d) **Operational Obligations.** The CoC Steering Committee agrees to:

   i. Ensure that the funds and resources needed by the Coalition for its work as the Lead Agency are adequate and available;

   ii. Act as the Primary Decision-Making Group through the CoC Steering Committee for the CoC;
iii. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness;

iv. Increase public awareness of homelessness and other related issues;

v. Maintain operations of the CoC through calling/holding meetings, approving a strategic plan and planning process, evaluate the outcomes of programs and workgroups, and other activities with the support of the Lead Support Agency as specified in this MOU;

vi. Review and approve the annual HUD CoC Homeless Assistance application, the Annual PIT Count of the Homeless, the Housing Inventory Count of Homeless Beds, HUD regulation compliance, and other mutually agreed upon goals between the CoC and Lead Agency to maximize the application score and overall performance of the CoC;

vii. Oversee required planning processes and establish priorities for funding;

viii. Set priorities and system performance expectations and monitor system progress on HEARTH objectives and take actions as necessary to improve performance;

ix. Evaluate data provided by all HUD CoC programs through review of project dashboards with HMIS data requested by the CoC Steering Committee. Continue to encourage participation of critical non-HUD funded agencies in the HMIS selected by the CoC;

x. Ensure CoC members and CoC Steering Committee representatives are kept apprised, and noticed, of activities occurring on their behalf through a process of open and fair communications;

xi. Ensure fair, objective, and transparent processes are in place for priority-setting and funding decisions;

xii. Ensure that any potential and/or perceived conflicts of interest are addressed in an effective, open and timely manner;

xiii. Hold meetings of the full membership, with published agendas, at least semi-annually;

xiv. Make publicly available an invitation for new members to join the CoC within the Geographic Area at least annually;

xv. Adopt and follow a written process to select a board to act on behalf of the CoC and review, update and approve this written process at least once every five (5) years;

xvi. Appoint additional committees, subcommittees, or workgroups as needed;

xvii. In consultation with the Collaborative Applicant and HMIS Lead Agency, develop, follow and update annually (I) a governance charter, which will include all procedures and policies needed to comply with the HUD CoC Regulations, subpart B and with HMIS requirements as prescribed by HUD, and (II) a code of conduct and recusal process for the CoC Steering
Committee, its chair(s), and any person acting on behalf of the CoC Steering Committee;

xviii. Approve performance targets as recommended by the Lead Agency as appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, and take action against poor performers;

xix. Review outcomes of projects funded under the Emergency Solutions Grants Program and Continuum of Care program via monthly reports established by the Lead Agency;

xx. Approve and amend as needed, a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services;

xxi. Approve and amend as needed a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD by formal Notice;

xxii. Approve and consistently uphold written standards for providing Continuum of Care and Emergency Solutions Grants assistance. At a minimum, these standards must include:

a. Policies and procedures for evaluating individuals’ and families’ eligibility for assistance under this part;

b. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include emergency transfer priority required under Section 578.99(j)(8) of the HUD CoC Regulations);

c. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include emergency transfer priority required under Section 578.99(j)(8) of the HUD CoC Regulations);

d. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;

e. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include emergency transfer priority required under Section 578.99(j)(8) of the HUD CoC Regulations); and

f. Where the Continuum is designated a high-performing community, as described in the HUD CoC Regulations, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix)
of the Emergency Solutions Grants Programs;

xxiii. Approve and oversee a Continuum of Care Plan that must include coordinating the implementation of a housing and service system within its Geographic Area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:

a. Outreach, engagement, and assessment;

b. Shelter, housing, and supporting services; and

c. Prevention strategies;

xxiv. Support and ensure that, at least biennially, a PIT count of homeless persons occurs with the Geographic Area that meets the following requirements:

a. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation must be counted as unsheltered homeless persons;

b. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons;

c. Other requirements established by HUD by Notice;

xxv. Review the annual gaps analysis of the homeless needs and services available within the Geographic Area;

xxvi. Consult with State and local government Emergency Solutions Grants Program recipients within the CoC’s Geographic Area on the plan for allocating Emergency Solutions Grants Program funds and reporting on and evaluating the performance of the Emergency Solutions Grants Program recipients and sub-recipients; and

xxvii. Approve the emergency transfer plan for the Continuum of Care ensuring that it meets Section 578.99(j)(8) the VAWA.


a) HUD CoC Grant. The CoC designates the Coalition as the Lead Agency and Collaborative Applicant, which means that the Coalition will be eligible for a grant of Continuum of Care planning funds. If the HUD CoC Grant is withdrawn or reduced by greater than twenty percent (20%), the Coalition may (i) terminate this MOU in accordance with Section 6.b below or (ii) choose to continue as Lead Agency so long as the CoC or HUD pays the Coalition for its services as Lead Agency. If the Coalition chooses the option set forth in Section 6.b., it shall invoice either the CoC or HUD monthly and include a description of the Lead Agency services that it is providing based on its responsibilities listed in Section 2.b above.

b) CoC Planning Grant. The Coalition, previously identified as the Collaborative Applicant, is the only entity that may apply to HUD for a Continuum of Care planning costs and for UFA Costs if the Collaborative Applicant is designated to
apply as an UFA applicant. The HMIS Lead Agency should continue to consider any unique needs that HMIS might be required to address to accommodate emergency shelter, street outreach, homelessness prevention, and other federal programs.

c) **HMIS Financial Support.** The Coalition, previously identified as the HMIS Lead Agency, is the only entity that may apply to HUD and other funders for an HMIS-designated project. While many applicants may have HMIS budget line items, an application consisting of solely HMIS eligible budget line items will only be allowed to be submitted by the HMIS Lead Agency.

5. **Compliance.** Both Parties agree to adhere to and comply with HUD’s rules and regulations overseeing the Continuum of Care. The Parties agree to update, within the HUD-specified timeframe for such change, this MOU and other operational documents, as well as practices and procedures, in order to comply with any updates to HUD regulations, notices, standards, and other applicable laws that HUD dictates in notices or other HUD guidelines.

6. **Term & Termination.**

   a) **Term.** Except as provided in Section 6.b below, this MOU shall be effective from the Effective Date through December 31, 2021, and shall renew automatically unless terminated pursuant to Section 6.b below.

   b) **Termination.** Either Party may terminate this MOU at a date prior to the renewal date specified in this MOU by giving 365 days written notice to the other Party. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced by greater than twenty percent (20%), the Coalition may terminate this MOU immediately by providing written notice to the CoC Steering Committee. If the funds are reduced by twenty percent (20%) or less or if additional conditions are placed on such funding, any Party may terminate this MOU within thirty (30) days by providing written notice to the other party.

7. **Confidentiality.** The Parties may be provided confidential information regarding the Continuum of Care, its homeless participants, or the Coalition. The Parties agree to protect the Continuum of Care’s, its participants’, and the Coalition’s confidential data and information. Unauthorized disclosure of the Continuum of Care’s, it’s participant’s, or the Coalition’s confidential data and information is prohibited.

8. **Notices.** Notices shall be made, emailed, or delivered to:

   The Coalition:

   Mike Nichols  
   President & CEO  
   Coalition for the Homeless Houston/Harris County  
   2000 Crawford Street, Suite 700
9. **Severability.** If the application of any one or more of the provisions of this MOU shall be unlawful under applicable law and regulation then the Parties will attempt in good faith to make such alternative arrangements, as may be legally permissible and still carry out as nearly as practicable the terms of this MOU. Should any portion of this MOU be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

10. **Successors and Assigns.** This MOU shall inure to the benefit of both Parties hereto and shall be binding upon the Parties hereto and their respective heirs, executors, representatives, successors, and assigns. Except as otherwise set forth herein, nothing in this MOU, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective heirs, executors, representatives, successors, and assigns, any rights, remedies, obligations, or other liabilities under or by reasons of this MOU. Neither of the Parties hereto shall, without the consent of the other, assign or transfer this MOU or any rights or obligations hereunder; provided, however, that the provisions hereof shall inure to the benefit of, and be binding upon, any successor of the Coalition, whether by merger, consolidation, transfer of all or substantially all of the assets of the Coalition, or otherwise.

11. **Governing Law.** This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas, irrespective of its conflicts of law rules.

12. **Recitals.** The paragraphs contained in the recitals to this MOU are incorporated into this MOU by this reference, and the Parties to this MOU acknowledge the accuracy thereof.

13. **Consultation with Legal Counsel.** CoC acknowledges that it has had the opportunity to consult legal counsel in regard to this MOU, that it has read and understands this MOU, that it is fully aware of its legal effect and that it has entered into it freely and voluntarily and based on its own judgment and not on any representations or promises other than those contained in this MOU.

14. **Complete Understanding.** This MOU supersedes any other prior contracts, understandings, discussions and agreements relating to engagement between the Coalition, on the one hand, and CoC, on the other, and constitutes the complete understanding between the Parties with respect to the subject matter hereof. No statement, representation, warranty or covenant has been made by either Party with respect thereto except as expressly set forth herein.

15. **Modification; Waiver.** This MOU cannot be changed, modified or amended and no
provision or requirement hereof may be waived without the consent in writing of both the Parties hereto. No waiver by either Party at any time of any breach by the other Party of any condition or provision of this MOU shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

16. **Headings.** The headings in this MOU are for convenience of reference only and shall not control or affect the meaning or construction of this MOU.

17. **Capitalized Terms.** Unless otherwise defined herein, any capitalized words in this MOU that are not defined shall have the meaning set forth by HUD in the HUD CoC Regulations.

18. **Construction.** Whenever in this MOU a singular word is used, the same shall include the plural, and the neutered gender shall include the feminine and masculine genders.

19. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**INTENDING TO BE BOUND,** the Coalition and CoC have caused this MOU to be effective as of the later of the dates signed below.

**COALITION FOR THE HOMELESS HOUSTON/HARRIS COUNTY**

By: 
_________________________________
Lance Gilliam  
Chair

Date: ______________________________

**THE WAY HOME CONTINUUM OF CARE (TX-700: HOUSTON, CONROE, PASADENA/HARRIS, FORT BEND & MONTGOMERY COUNTIES CoC)**

By: ______________________________
Name: Tom McCasland
Title: Chair

Date: _________________________________